

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

SARAH ANGELES, individually and on behalf of all others similarly situated,	:	CASE NO. 5:19-cv-00503
	:	
	:	JUDGE ADAMS
Plaintiff,	:	
	:	
v.	:	
	:	<b>DEFENDANT FIRSTCREDIT INC.'S</b>
FIRSTCREDIT INC., <i>et al.</i> ,	:	<b>ANSWER TO PLAINTIFF'S CLASS</b>
	:	<b>ACTION COMPLAINT</b>
Defendants.	:	

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Now comes Defendant FirstCredit Inc. ("FirstCredit"), by and through undersigned counsel, and for its Answer to Plaintiff Sarah Angeles' ("Plaintiff") Class Action Complaint ("Complaint"), states as follows:

**INTRODUCTION/PRELIMINARY STATEMENT**

1. Paragraph 1 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of Plaintiff's Complaint, and therefore denies the same.
2. Paragraph 2 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of Plaintiff's Complaint, and therefore denies the same.

**JURISDICTION AND VENUE**

3. Paragraph 3 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit admits that this Court has jurisdiction over claims arising under federal law but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 3 of Plaintiff's Complaint, and therefore denies the same.
4. Paragraph 4 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4 of Plaintiff's Complaint, and therefore denies the same.

### **NATURE OF THE ACTION**

5. FirstCredit admits that Plaintiff's Complaint attempts to state class action claims against it under the Fair Debt Collection Practices Act ("FDCPA"). Further answering, FirstCredit denies the remaining allegations set forth in Paragraph 5 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit.
6. FirstCredit admits that Plaintiff's Complaint prays for damages and declaratory relief. Further answering, FirstCredit denies the remaining allegations set forth in Paragraph 6 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit.

### **PARTIES**

7. FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 of Plaintiff's Complaint, and therefore denies the same.
8. Paragraph 8 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit admits that it is located at 3250 West Market Street, Suite 304, Akron, Ohio 44333 and that, under certain circumstances, it may fall under the definition of "debt collector" as that term is defined in the FDCPA. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 8 of Plaintiff's Complaint, and therefore denies the same.
9. FirstCredit admits that it is a corporation and that, under certain circumstances, it may fall under the definition of "debt collector" as that term is defined in the FDCPA. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 9 of Plaintiff's Complaint, and therefore denies the same.
10. FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 of Plaintiff's Complaint, and therefore denies the same.

### **CLASS ALLEGATIONS**

11. FirstCredit denies the allegations set forth in Paragraph 11 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 11 of Plaintiff's Complaint, and therefore denies the same.

12. FirstCredit denies the allegations set forth in Paragraph 12 of Plaintiff's Complaint, and all subparts thereof, to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 12 of Plaintiff's Complaint, and all subparts thereof, and therefore denies the same.
13. FirstCredit denies the allegations set forth in Paragraph 13 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 13 of Plaintiff's Complaint, and therefore denies the same.
14. FirstCredit denies the allegations set forth in Paragraph 14 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 14 of Plaintiff's Complaint, and therefore denies the same.
15. FirstCredit denies the allegations set forth in Paragraph 15 of Plaintiff's Complaint.
16. FirstCredit denies the allegations set forth in Paragraph 16 of Plaintiff's Complaint.
17. FirstCredit denies the allegations set forth in Paragraph 17 of Plaintiff's Complaint, and all subparts thereof.
18. FirstCredit denies the allegations set forth in Paragraph 18 of Plaintiff's Complaint.
19. Paragraph 19 of Plaintiff's Complaint sets forth allegations to which no response is required. To the extent a response is required, FirstCredit denies the allegations set forth in Paragraph 19 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 19 of Plaintiff's Complaint, and therefore denies the same.

#### **FACTUAL ALLEGATIONS**

20. All allegations incorporated by reference in Paragraph 20 of Plaintiff's Complaint are admitted and denied in the same manner and to the same extent as said allegations are otherwise admitted and denied herein.
21. FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21 of Plaintiff's Complaint, and therefore denies the same.

22. FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 22 of Plaintiff's Complaint, and therefore denies the same.
23. Paragraph 23 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23 of Plaintiff's Complaint, and therefore denies the same.
24. Paragraph 24 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 24 of Plaintiff's Complaint, and therefore denies the same.
25. FirstCredit admits that accounts in Plaintiff's name were placed with it for collection. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 25 of Plaintiff's Complaint, and therefore denies the same.
26. FirstCredit admits that, under certain circumstances, it may fall under the definition of "debt collector" as that term is defined in the FDCPA. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 26 of Plaintiff's Complaint, and therefore denies the same.

Violation – March 9, 2018 Collection Letter

27. FirstCredit states that the document attached to Plaintiff's Complaint as Exhibit A speaks for itself. Further answering, FirstCredit denies the remaining allegations set forth in Paragraph 27 of Plaintiff's Complaint.
28. FirstCredit states that the document attached to Plaintiff's Complaint as Exhibit A speaks for itself. Further answering, FirstCredit denies the remaining allegations set forth in Paragraph 28 of Plaintiff's Complaint.
29. FirstCredit denies the allegations set forth in Paragraph 29 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit. Further answering, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 29 of Plaintiff's Complaint, and therefore denies the same.
30. FirstCredit denies the allegations set forth in Paragraph 30 of Plaintiff's Complaint.
31. FirstCredit denies the allegations set forth in Paragraph 31 of Plaintiff's Complaint.

32. FirstCredit denies the allegations set forth in Paragraph 32 of Plaintiff's Complaint.

**COUNT I**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692e  
*et seq.***

33. All allegations incorporated by reference in Paragraph 33 of Plaintiff's Complaint are admitted and denied in the same manner and to the same extent as said allegations are otherwise admitted and denied herein.
34. FirstCredit denies the allegations set forth in Paragraph 34 of Plaintiff's Complaint.
35. Paragraph 35 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 35 of Plaintiff's Complaint, and therefore denies the same.
36. FirstCredit denies the allegations set forth in Paragraph 36 of Plaintiff's Complaint, and all subparts thereof.
37. FirstCredit denies the allegations set forth in Paragraph 37 of Plaintiff's Complaint.

**COUNT II**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.  
§1692f *et seq.***

38. All allegations incorporated by reference in Paragraph 38 of Plaintiff's Complaint are admitted and denied in the same manner and to the same extent as said allegations are otherwise admitted and denied herein.
39. FirstCredit denies the allegations set forth in Paragraph 39 of Plaintiff's Complaint.
40. Paragraph 40 of Plaintiff's Complaint sets forth legal conclusions to which no response is required. To the extent a response is required, FirstCredit is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 40 of Plaintiff's Complaint, and therefore denies the same.
41. FirstCredit denies the allegations set forth in Paragraph 41 of Plaintiff's Complaint, and all subparts thereof.
42. FirstCredit denies the allegations set forth in Paragraph 42 of Plaintiff's Complaint.
43. Paragraph 43 of Plaintiff's Complaint sets forth a jury demand to which no response is required. To the extent a response is required, FirstCredit denies the allegations set forth

in Paragraph 43 of Plaintiff's Complaint to the extent they allege or imply wrongdoing by FirstCredit or that there are any viable claims or class claims against FirstCredit.

44. FirstCredit specifically denies all other allegations set forth in Plaintiff's Complaint that are not otherwise specifically admitted or denied herein.

WHEREFORE, FirstCredit respectfully requests that this Honorable Court dismiss Plaintiff's Complaint at Plaintiff's cost, and that FirstCredit be awarded its reasonable attorneys' fees and costs as provided for under applicable law.

### **AFFIRMATIVE DEFENSES**

1. FirstCredit affirmatively alleges, in the alternative, that Plaintiff's Complaint fails to state a claim upon which relief may be granted.
2. FirstCredit affirmatively alleges, in the alternative, that Plaintiff lacks standing to bring one or more of the claims alleged in Plaintiff's Complaint.
3. FirstCredit affirmatively alleges, in the alternative, that claims alleged in Plaintiff's Complaint may be barred by the doctrines of waiver, estoppel, laches, and/or unclean hands.
4. FirstCredit affirmatively alleges, in the alternative, that Plaintiff may have failed to join all parties proper, necessary, and indispensable for a just adjudication of the captioned matter.
5. FirstCredit affirmatively alleges, in the alternative, that any violation of law by FirstCredit, which is specifically denied, was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.
6. FirstCredit affirmatively alleges, in the alternative, that it did not make any false or misleading representations to Plaintiff or anyone else.
7. FirstCredit affirmatively alleges, in the alternative, that Plaintiff did not rely on any alleged false or misleading representations by FirstCredit, which are specifically denied.
8. FirstCredit affirmatively alleges, in the alternative, that any alleged false or misleading representations by FirstCredit, which are specifically denied, were not material.
9. FirstCredit affirmatively alleges, in the alternative, that if it performed any wrongful acts, which is specifically denied, such acts were not performed knowingly, purposely, with malicious purpose, in bad faith, intentionally, recklessly, willfully, or wantonly.

10. FirstCredit affirmatively alleges, in the alternative, that Plaintiff has not suffered any compensable damages as a result of its actions.
11. FirstCredit affirmatively alleges, in the alternative, that Plaintiff has failed to mitigate her damages, if any.
12. FirstCredit affirmatively alleges, in the alternative, that if Plaintiff was injured or damaged, such injury or damage was caused by the sole actions of Plaintiff or third parties over whom FirstCredit has no control, right to control, responsibility, or reason to anticipate.
13. FirstCredit respectfully reserves the right to assert any additional affirmative defenses that may be revealed during the course of these proceedings.

Respectfully submitted,

SURDYK, DOWD & TURNER CO., L.P.A.

/s/David B. Shaver

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*Counsel for Defendant*

### **CERTIFICATE OF SERVICE**

The undersigned does hereby certify that a copy of the foregoing, along with this Certificate of Service, was filed this 1<sup>st</sup> day of May, 2019, via the Clerk's CM/ECF system which will provide notice to all counsel of record.

/s/David B. Shaver

David B. Shaver (0085101)